

R E M A R K S

Claims **95-121** are pending. Claims **95-111** stand rejected. Claim **96** has been amended to explicitly recite the method steps of Claim **95**, but there has been no change in the scope of the claim. Claims **112-121** are newly added.

Applicants thank Examiner Al-Hashemi for the telephonic interview of April 7, 2008, and especially for her prompt return of Applicants' phone call and attention to Applicants' inquiries. In the interview, Applicants outlined their interpretation of the claims and the deficiencies of the cited prior art, explained in detail in the present response. Although no agreement was reached with respect to the patentability of the claims, Applicants and Examiner Al-Hashemi were able to reach consensus on the points of novelty in the application and the Examiner agreed to update the search with specific attention to the points discussed.

Claims **95-107 and 111** stand rejected as being unpatentable over U.S. Patent Publication No. 2001/0053989 to Keller et al. ("Keller" hereinafter) in view of U.S. Patent No. 5,557,088 to Shimizu et al. ("Shimizu" hereinafter). This rejection is respectfully traversed.

Claim **95** recites a method comprising, *inter alia*, "receiving from a customer a request to purchase a travel product, in which the travel product is associated with at least one variable component, and in which the request includes information about a first flexibility of the customer with respect to a first variable component of the at least one variable component; determining at least one travel product based on the first flexibility of the customer, each at least one travel product having a respective first price; determining a score based on the first flexibility of the customer; determining a minimum flexibility score; determining a maximum flexibility score; determining a discount based on the score, the minimum flexibility score, and the maximum flexibility score; and determining a respective second price for each at least one travel product based on the respective first price and the discount."

Keller and Shimizu do not disclose these limitations, particularly "determining at least one travel product based on the first flexibility of the customer, each at least one travel product having a respective first price, . . . determining a discount based on the score, the minimum

flexibility score, and the maximum flexibility score; determining a respective second price for each at least one travel product based on the respective first price and the discount.”

The Office Action incorrectly interprets the “user target price” of Keller (Par. 0022, line 9) as meeting the limitation of “each at least one travel product having a respective first price,” but this is not consistent with the plain language of the claim. The “user target price” is not a price associated with any specific travel product, *i.e.*, there is no specific travel product that can be said to “have” that price. Rather, the “user target price” of Keller is part of the initial customer request.

Likewise, the alleged “discount” of Keller is not a discount on any specific travel product, but is rather a price that happens to be lower than the “user target price.” Each travel product disclosed by Keller has only one price, the price outputted by the system of Keller. Thus, Keller fails to disclose a discount on any specific travel product from one specific price to a second specific price that is based on a degree of flexibility in the customer’s initial request. There is no “discount” from the “user target price,” because the “user target price” is not a price of any specific product, and because the price for any given flight in Keller will be the same regardless of how flexible the customer’s initial request was.

The Office Action admits that Keller “does not explicitly disclose a step of determining the discount amount,” but this statement actually highlights the other deficiencies of Keller noted above. Keller is measuring only whether a price for a given flight is less than the target price, not by how much. Applicants’ claim, on the other hand, requires the determination of a discount amount because the discount off the first price for a given is directly based on the degree of flexibility in the initial request.

Shimizu is relied on only for the disclosure of an “electronic point of sale system in which a discount amount is determined,” but the issue is rather the way the discount is determined. The discount of Shimizu is not based on any flexibility in an initial search, and thus fails to cure the deficiencies of Keller.

This following non-limiting example is instructive:

Customers A, B and C submit simultaneous requests to a system as taught by Keller in view of Shimizu. Customer A has a target price of \$200 and would like to depart JFK to TUC on April 12, 2008, ± 3 days, and Customer B has a target price of \$400 and would like to depart JFK to TUC on April 12, 2008, ± 1 day, and Customer C has no target price and specifically wants to fly on Arizona Air Flight 34 at 7 PM on April 12, 2008. Customer A receives his search results which include Arizona Air Flight 34 for \$250 (\$50 above his target), Customer B receives his search results at the same time which includes the same Arizona Air Flight 34, also for \$250 (\$150 below his target), and Customer C receives the Arizona Air Flight 34 quote for \$250 at the same time as well. Under the Office Action's interpretation, the "first price" for that specific flight is \$250 for all three customers. Although the \$250 price for Flight 34 is lower than Customer B's target price, it is not "discounted" from that target price any more than it is marked up from Customer A's target price. It is simply the price. More importantly, it is not based on any flexibility of a given customer. This system of Keller in view of Shimizu therefore does not meet the limitations of the method of claim 95.

If the same customers submit the same simultaneous requests using a method meeting the limitations of claim 95, the result is different. Customers A, B and C submit the same requests as the example above, and each receives a list of search results that include Flight 34, but the offered price for the same flight may be different for each customer based on the flexibility of the initial request. For each customer, the "first price" for Flight 34 could be \$250, representing the standard price for that flight at the time the request was made. However, the "discount" off the first price can vary for each customer. Customer A, who had ± 3 days of flexibility in his travel dates, may receive a \$100 discount on the first price, resulting in a "second price" of \$150. Customer B, who had ± 1 day of flexibility may receive a \$50 discount, resulting in a "second price" of \$200. Customer C, who had no flexibility, may receive no discount, because he had a "score" of zero and/or failed to meet a "minimum flexibility score." These three customers are all quoted different prices for the same flight/travel product, based on their respective flexibilities in their initial search.

Claims **97-110** depend from claim **95** and are allowable for at least the same reasons. Claim **96** recites a computer readable medium comprising instructions for performing a method having the same limitations as claim **95** and is allowable for at least the same reasons. Claim **111** recites an apparatus having a computer readable medium comprising instructions for performing a method having the same limitations as claim **95** and is allowable for at least the same reasons.

Claims **108 and 109** stand rejected under 35 U.S.C. 103(a) as being unpatentable over Keller in view of Shimizu and further in view of Official Notice. This rejection is respectfully traversed.

Claims **108 and 109** depend from claim **95**. Even if Official Notice were appropriate in this instance, and it is not, the Official Notice taken fails to cure the deficiencies of Keller and Shimizu detailed above with respect to claim **95**. The Office Action takes Official Notice only for the failure of Keller and Shimizu to disclose providing vouchers for the purchase of airline tickets. Accordingly, the rejections of claims **108 and 109** should be withdrawn and the claims allowed.

Claim **110** stands rejected under 35 U.S.C. 103(a) as being unpatentable over Keller in view of Shimizu and further in view of U.S. Patent No. 6,134,534 to Walker et al. ("Walker" hereinafter). This rejection is respectfully traversed.

Claims **108 and 109** depend from claim **95**. The Office Action relies on Walker only for the failure of Keller and Shimizu to disclose the imposition of penalties for failure to purchase required tickets and is not relied on for curing the deficiencies of Keller and Shimizu above. Accordingly, the rejections of claims **108 and 109** should be withdrawn and the claims allowed.

Newly added claim **112** recites a method comprising, *inter alia*, "receiving from a customer a request to purchase an airline flight, in which the request includes information about a first flexibility of the customer with respect to a first parameter associated with the flight;

determining at least one flight based on the request, in which the respective first parameter of each of the at least one flight is predetermined; and in which each flight is associated with a respective first price; determining a flexibility score associated with the first flexibility of the customer; reducing at least one first price of a respective at least one flight to a second price based on the first flexibility score.”

Applicants submit that newly added claim **112** is allowable for at least the same reasons above. Claims **113-120** depend from Claim **112** and are allowable for at least the same reasons as Claim **112**.

As all pending claims are in condition for allowance, Applicants respectfully request the Examiner’s grant of a patent for allowable Claims **95-120**.

Conclusion

It is submitted that all of the claims are in condition for allowance. The Examiner's early re-examination and reconsideration are respectfully requested.

Please charge any fees that may be required for this Amendment to Deposit Account No. 50-0271. Furthermore, should an extension of time be required, please grant any extension of time which may be required to make this Amendment timely, and please charge any fee for such an extension to Deposit Account No. 50-0271.

If the Examiner has any questions regarding this amendment or the present application, the Examiner is cordially requested to contact Jerome A. DeLuca at telephone number (203) 461- 7319 or via electronic mail at jdeluca@walkerdigital.com.

Respectfully submitted,

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Date

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